

OMB No. 1124-0004; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Nelson Mullins Riley & Scarborough LLP

2. Registration No.

5928

3. Name of Foreign Principal

State of Qatar

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Renewal of the contract with the State of Qatar, extending the term of the Agreement to August 31, 2021.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide research, government relations and strategic consulting services on behalf of the foreign principal within the United States. Registrant may provide advice regarding communications with Legislative Branches and Executive Branches of the U.S. Government to advance the bilateral relationship between the U.S. and the State of Qatar.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

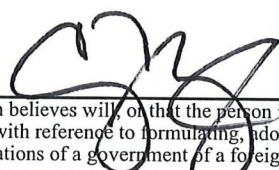
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant may provide counsel to the State of Qatar on matters relating to strategic communications and government relations services.

Registrant activities on behalf of the Foreign Principal may include communications with Members of Congress and Congressional Staff, Executive Branch officials, the media, and with other individuals and organizations involved with governmental and public policy matters.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B 9-24-19	Name and Title CRAIG METZ PARTNER	Signature 
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Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP
Attorneys and Counselors at Law
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Tel: 202.712.2800 Fax: 202.545.2952
www.nelsonmullins.com

September 20, 2019

His Excellency Sheikh Meshal Bin Hamad Al Thani
Ambassador
Embassy of the State of Qatar
2555 M Street, NW
Washington, D.C. 20037

Re: Engagement Letter

Your Excellency:

We are pleased that you have asked Nelson Mullins Riley & Scarborough LLP ("Nelson Mullins" or "the Firm") to represent the Embassy of the State of Qatar ("Embassy" or "Client"). This letter will confirm your engagement of Nelson Mullins and will describe the basis on which we will provide services to you.

Scope of Representation

We will provide advice and assistance to support the Embassy's diplomatic activities in the United States, including advancement of bilateral relations between the State of Qatar and the United States. We will devote our best efforts to representing you and, in doing so, we will strictly adhere to both the legal and ethical obligations of our profession, including those set forth in the Rules of Professional Conduct of the District of Columbia Bar.

The Firm's legal obligations may include the requirement that we register as a foreign agent working on your behalf under The Foreign Agents Registration Act (FARA). We will review our activity on your behalf and if registration is required, a copy of this engagement letter will be filed with the U.S. Department of Justice.

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Key Personnel

The following persons are designated "Key Personnel" for purposes of this engagement:

James P. Moran, Jr. (who shall serve as Firm's team leader for this engagement)

Vinoda Basnayake

Robert B. Crowe

Christopher T. Cushing

At all times during the term of this engagement, the Key Personnel shall be personally and substantially engaged in performance of the services described herein.

Fees and Expenses and Term of Engagement

The term of this Agreement is September 1, 2019 until August 31, 2021. Subject to the terms of this paragraph, you will pay Nelson Mullins a monthly retainer fee of US\$230,000 for the two-year term of the Agreement, payable monthly in advance.

The foregoing fee is inclusive of all expenses that Firm may incur, except travel expenses for travel approved in advance and in writing by Client.

All payments shall be preceded by an invoice from Firm.

This Agreement will not become effective until it is signed and dated by both parties.

With Client's prior written approval, the Firm may engage subcontractors and consultants to assist in our representation on an as needed basis. By written amendment to this engagement letter, the associated fees shall be added on a mutually agreed case-by-case basis.

Indemnification

To the extent not covered by Firm's insurance, Client agrees to defend, indemnify and hold harmless Firm from any and all liabilities, losses, claim, damages, demands, suits, causes of actions, judgments, costs or expenses (including attorneys' fees and disbursements) resulting from any damage or injury caused by Client's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law, or any property damage, personal injury or death caused by Client's actions. Firm shall have the right to approve any counsel retained to defend any demand, suit, investigation or cause of action in which Firm is a defendant or target, such approval not

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to be unreasonably withheld. Client agrees that Firm shall have the right to control and participate in the defense of any such demand, suit, investigation or cause of action concerning matters that relate to Firm and that such matters will not be settled without Firm's consent, which consent shall not be unreasonably withheld.

To the extent not covered by Client's insurance, Firm agrees to defend, indemnify and hold harmless Client from any and all liabilities, losses, claim, damages, demands, suits, causes of actions, judgments, costs or expenses (including attorneys' fees and disbursements) resulting from any damage or injury caused by Firm's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law or any property damage, personal injury or death caused by Firm's actions. Client shall have the right to approve any counsel retained to defend any demand, suit, investigation or cause of action in which Client is a defendant or target, such approval not to be unreasonably withheld. Firm agrees that Client shall have the right to control and participate in the defense of any such demand, suit, investigation or cause of action concerning matters that relate to Client and that such matters will not be settled without Client's consent, which consent shall not be unreasonably withheld.

Conflicts

Firm represents that this engagement and the Firm's other client engagements do not represent a conflict of interest within the meaning of Rules 1.7-1.9 of the Rules of Professional Conduct of the District of Columbia Bar, or otherwise conflict with Firm's faithful representation of Embassy under this engagement letter. Firm shall promptly disclose to Client any actual or apparent conflicts of interest that arise in the course of any engagement undertaken by Firm.

Without limiting the generality of the foregoing, during the term of this engagement and for a period of one year thereafter, neither Firm nor any Key Personnel shall advise, represent or accept compensation from any sovereign state that has severed diplomatic relations with the State of Qatar as of September 1, 2019, or any entity that is substantially owned or controlled by such states.

Confidentiality

Firm agrees that all documents, information or communications (whether verbal or recorded) exchanged between Firm and the Embassy (including the Embassy's officers, employees, contractors, or attorneys), and any information generated or received by Firm in the course of performance of this engagement, are confidential, and will not be disclosed by Firm to any person except as authorized by the Embassy, or as required by law. Firm agrees that Firm will not use any confidential information for any purpose other than performance of this engagement.

Firm shall take all steps necessary to protect confidential information from release or disclosure, and such steps as are necessary to preserve applicable privileges,

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including the attorney-client and attorney work product privileges, and the protections afforded to documents of a diplomatic mission as described in the Vienna Convention on Diplomatic Relations, 1961.

This provision shall survive expiration or termination of this engagement.

Severability and Savings Provision

Firm and Client desire that this Agreement be enforced to the greatest degree possible. If any part of this Agreement is held to be unenforceable, void, overly burdensome or invalid, then the remaining parts shall continue to be valid and enforceable as though the invalid portions were not a part.

No Waiver

These limitations form a separate and independent agreement which survives termination of the underlying contract between Client and Firm.

The failure of Client or Firm to insist on strict performance of this Agreement in any instance shall not be deemed a waiver or relinquishment of its right to seek strict performance and the Agreement shall continue in full force and effect.

Nothing in this engagement letter shall waive or alter the privileges and immunities to which the Embassy is entitled under the laws of the United States or any other jurisdiction.

Disputes

Any controversy or claim arising out of or relating to this engagement letter, or the breach thereof, shall be settled exclusively by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Survival

All the warranties and representations contained in this Agreement shall survive termination of this Agreement.

Entire Understanding

This Agreement contains the entire understanding between the parties with respect to this subject matter and supersedes all prior and contemporaneous understandings relating to this subject matter. For the avoidance of doubt, the July 26, 2017 engagement letter between the Embassy and the Firm, as amended, is terminated

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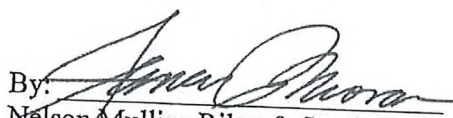
effective September 1, 2019, and any unliquidated advance fees paid under that letter shall be applied to amounts due under this engagement. No amendment, modification or waiver of this Agreement may be accomplished without a written instrument signed by both parties.


We are pleased to have this opportunity to serve you. Please indicate your acceptance of these terms and conditions by signing a copy of this letter and returning it to me with the full retainer payment.

Very truly yours,



James P. Moran, Jr.
Senior Policy Advisor

By: 
Nelson Mullins Riley & Scarborough

By: 
Embassy of the State of Qatar

Date: 9/20/2019

Date: 9/20/2019